

## EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This Agreement (“Agreement”), effective as of September 1, 2017 (the “Effective Date”) is entered into by and between Teach For America, Inc. (“Teach For America”) a not-for-profit corporation incorporated under the laws of Connecticut, authorized to transact business in Florida, and headquartered at 25 Broadway, 12th Floor, New York, New York 10004 and The School Board of Duval County, Florida, 1701 Prudential Drive, Jacksonville, Florida 32207 (“School District”) a body politic and corporate, (each individually “a Party” and collectively “the Parties”), and sets forth certain terms, conditions and principles pursuant to which Teach For America agrees to provide educational professional services to the School District.

### RECITALS

**WHEREAS**, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems;

**WHEREAS**, Teach For America alumni are a nationally recognized source of human capital for educational leadership opportunities within public school systems and partner educational organizations;

**WHEREAS**, the parties previously entered into that certain Educational Professional Services Agreement between the parties dated on or about March 5, 2014 (the “Prior Agreement”), and as of the Effective Date of this Agreement, the parties seek to enter into this Agreement to replace the agreements and understandings set forth in the Prior Agreement;

**WHEREAS**, School District seeks to retain existing Teach For America teachers who are trained to lead students to academic achievement and to equip said teachers with ongoing professional development and support for the 2017-2018 academic year; and

**WHEREAS**, this Agreement provides for the School District’s payment for Teach For America’s professional development services; it being understood that Teach For America is receiving donations from third parties (e.g., Quality Education for All, and other donors) to fund the approximate ninety-five percent of the balance necessary for Teach For America to implement its program;

**WHEREAS**, School District is authorized to enter into this Agreement pursuant to Rule 6A-1.012(11)(b), F.A.C.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, School District and Teach For America agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and incorporated

herein by this reference.

II. TEACHER CANDIDATE RETENTION. The parties agree that the purpose of this Agreement is that Teach For America will fully, timely, and continuously provide the following services to the School District (collectively, the "Services") in a manner consistent with this Agreement:

A. Highly Qualified Status. Pursuant to the Prior Agreement, Teach For America provided to the School District on an annual basis certain Teacher candidates for hire who met the "highly qualified" teacher requirements set forth in the federal No Child Left Behind Act and applicable state regulations.

B. Determination of Agreed Number. Pursuant to the Prior Agreement, the School District hired 51 teachers in the 2016-2017 academic year who are the subject of this retention Agreement. The School District will use reasonable best efforts to retain teachers into strategic feeder patterns as determined by the School District. School District and Teach For America hereby agree to collaborate in good faith to identify individual schools within the School District appropriate for Teachers. In order to be considered an appropriate school for placement of a Teacher (hereinafter referred to as a "Partner School"), an individual school must meet the following criteria: (i) the student population is considered high poverty compared to the rest of the district/surrounding communities and (ii) the school shall have sufficient vacancies to enable the hiring/placement of at least two (2) Teachers in the same academic year.

C. Duration of Employment. The School District may continue to employ individual Teachers beyond the 2017-2018 academic year by mutual agreement between School District and such Teacher. Said durational commitment shall survive the termination of this Agreement as set forth in section V.B. of this Agreement. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable best effort not to terminate any Teacher from his/her teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District provided that in the event that such a termination cannot be avoided, School District shall (i) treat any Teacher whose teaching position is eliminated same or similar to other teachers with the same job classification, certification status, and/or seniority rights and (ii) use best efforts to re-instate or re-hire any Teacher who has lost his/her teaching position for reasons other than job performance to a comparable or suitable teaching position as soon as such position becomes available.

D. Compensation of Teachers. Every Teacher retained by School District pursuant to this Agreement will receive the same salary and benefits (including, as applicable, health, dental, vision and retirement) as is made available to other similarly-situated teachers employed by School District, as determined by certification status, seniority and any other factors routinely used by School District in making such decisions.

E. Employment Status. Every Teacher retained by School District pursuant to

this Agreement shall be a full employee of School District with all of the rights, responsibilities and legal protections attendant to that status and nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers. None of the provisions of this Agreement shall be construed to authorize or empower Teach For America to interfere in the employment relationship between School District and Teacher or to legally function as the representative of any Teacher absent the express agreement among the Parties and such Teacher that Teach For America may operate in such capacity. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher. Nothing in this Agreement shall be construed to make Teach For America a party to any employment agreement between the School District and Teacher.

F. School District Certification on Candidate Background Checks. School District hereby represents and warrants that, prior to being hired by School District, all Teacher candidates shall have undergone every background check required under applicable state law and such candidates will be screened pursuant to the School District's hiring guidelines. School District shall maintain a true and complete copy of such background checks in its personnel files for each Teacher hired by the School District. All School District and Teach For America employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by the School District

### III. PROFESSIONAL DEVELOPMENT SERVICES; SCHOOL LEADERSHIP SERVICES

A. Professional Development Services and On-Line Data Storage Services. During the course of the academic year, Teach For America will provide various professional development services and activities for participating Teachers as well as on-line data storage services (the "Professional Development and Data Storage Services"). These services may include periodic classroom observations by regional program staff, videotaping of instruction with review of instructional technique, co-investigative discussions to facilitate teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America will facilitate teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's proprietary software and servers. Teach For America shall also provide professional development to the Teachers in the areas of ADMS, Performance Matters, and FOCUS. These professional development services will be available to all Teachers during the Agreement term. Notwithstanding the foregoing, nothing herein shall be interpreted or construed to exempt any teacher from School District requirements for participation in School District district-wide or school-based professional development requirements.

The Professional Development services being provided under this Agreement shall also be made available to teachers hired by the School District for the 2017-2018 academic year

pursuant to an Open Contract between the School District and the teacher who are also members of Teach For America, but were not made available to the School District during a prior period. This group of teachers shall be hereinafter referred to as TFA/Open Contract Teachers. The School District shall not compensate Teach For America for professional development services provided to TFA/Open Contract Teachers, but shall allow Teach For America access to these teachers for the provision of Professional Development in the same manner that it allows access for other teachers under this Agreement.

B. Credentialing Services. Teach For America will facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record. School District shall cooperate in good faith with Teach For America in ensuring that individual Teachers meet all applicable credential requirements and shall promptly report to Teach For America any changes in state requirements or the credential status of individual Teachers. Notwithstanding the above, individual Teachers are responsible for completing all credential requirements such as passage of required standardized tests, remaining in good standing with the alternative certification/licensure program, and paying any costs associated with acquiring and maintaining the appropriate teaching credential, including required coursework through an alternative licensure program. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill his/her obligations to maintain his/her teaching credentials.

C. Access to Student-Identifiable Data. School District hereby acknowledges that in the course of providing the Professional Development and On-line Data Storage Services set forth in section III.A., Teach For America may receive and collect student data from individual Teachers and School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively "Student Records"). Student Records may include, among other things, student's first and last name, School District-assigned student identifier, grades, assessment results (including teacher- created assessments, School District benchmarks and state standardized tests), and samples of student work. Teach For America will use such data solely to support the professional development of individual Teachers and will not maintain such data in student-identifiable form beyond the end of the academic year; provided that Teach For America shall have the right to maintain such data in redacted and/or aggregated form that does not reveal the identity of individual students for purposes of (i) assessing the efficacy of Teach For America's suite of professional development services, (ii) developing new tools and services for participating teachers, and (iii) training Teach For America staff.

Notwithstanding anything herein to the contrary, School District has determined that Teach For America is an organization conducting a study for or on behalf of School District for the purpose of improving instruction pursuant to FERPA (34 U.S.C. 99.31). As such, School District may permit the disclosure of personally identifiable information from education records to Teach For America for the express purposes of the study as

described in this Agreement, and Teach For America shall use the information for no other reason or purpose. Additionally, Teach For America shall ensure that its services does not permit the personal identification of parents and/or students by anyone other than representatives of Teach for America with legitimate interests. Accordingly, Teach For America shall keep in strict confidence all information acquired in connection with or as a result of this Agreement that is not generally known to others (“Confidential Information”), other than (i) summary data that does not identify any individual person, (ii) data and analysis of such summary data used to promote the educational and research purposes of such Party, and (iii) data and findings that have been made publicly available without breaching any of the disclosing Party’s confidentiality obligations. Teach For America shall not redisclose to any other party the Confidential Information provided by School District unless such redisclosure is expressly permitted pursuant to FERPA. Within 90 business days upon completion of the term of this Agreement, Teach For America shall destroy or return to the School District all personally identifiable information provided by the School District.

#### IV. FEES; FINANCIAL OBLIGATIONS

A. Fees/Invoicing. School District shall pay Teach For America fees in an amount not to exceed One Hundred Twenty-Six Thousand Dollars (\$126,000) as follows:

- September 1, 2017 - \$42,000
- January 15, 2018 - \$42,000
- May 1, 2018 remaining balance, not to Exceed \$42,000

School District shall deduct a pro rata reduction equal to the percentage of teachers (using the maximum total of 51 teachers made available) who voluntarily separate from the School District prior to the last day of the teacher calendar for the 2017-2018 academic year. Each invoice shall provide such detail as to demonstrate the scope of work performed and the payment requested. The District Administrator, as defined in Section Z hereafter, shall certify that the required services have been satisfactorily and timely completed. After confirmation from the District Administrator of satisfactory completion of the deliverables, the invoice shall be processed by the School District for payment. Payment shall be made by the School District in accordance with the Florida Prompt Payment Act. Teach For America shall provide to the School District a duly executed W9 as a condition precedent to any payment under this Agreement.

B. Payment Breach. If School District fails to pay Teach For America in full for any amount invoiced pursuant to Section IV.A. (the “Unpaid Amount”) pursuant to the provisions of the Florida Prompt Payment Act (Chapter 218, Part VII, Florida Statutes), Teach For America may exercise any other remedy available to it hereunder (including its right to terminate this Agreement pursuant to Section V.B., it being understood that such failure to pay shall constitute a “material breach” for purposes of Section V.B.iii.). All other obligations of the Parties hereunder shall remain in full force and effect (including the obligation of School District to pay any Unpaid Amount).

C. Funding Out. Each payment obligation of the School District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services (including but not limited to the same type of funding being available). If such funds are not allocated and available, this Agreement may be terminated by the School District at the end of the period for which funds are available. The School District shall notify Teach For America at the earliest possible time before such termination. No penalty shall accrue to the School District in the event this provision is exercised, and the School District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

D. Federal Requirements. The School District may use federal funds for its payment pursuant to the Agreement; accordingly, Teach For America shall execute and deliver to the School District, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. The foregoing forms are attached hereto as composite Exhibit B.

## V. GENERAL PROVISIONS

A. Term. The term of this Agreement shall be for a period of one (1) year from the date hereof and shall cover the school years 2017-2018 (expiring June 30, 2018, unless sooner terminated according to the provisions of this Agreement.

B. Termination. This Agreement may be terminated as follows:

- i. at any time by mutual agreement of the Parties with such agreement to be in writing;
- ii. by either Party, with sixty (60) days notice;
- iii. by either Party in the event of a material breach of this Agreement where such breach is incapable of being cured or, if capable of being cured, shall not have been cured within thirty (30) days following receipt by the breaching party of written notice of such breach from the non-breaching party; or
- iv. pursuant to the “funding out” provisions set forth in section IV.C. above.

C. Indemnification. Teach For America shall indemnify and hold harmless the School District and its officers, directors and employees (the “School District Indemnitees”) from and against any and all losses, liabilities, claims, damages, costs and expenses (“School District Losses”) to which such School District Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such School District Losses result from the willful misconduct or negligence of such School District

Indemnitee. Subject to the limits of Section 768.28, Florida Statute, the provisions of which are not altered, modified, or waived by anything in this Agreement, School District shall indemnify and hold harmless Teach For America and its officers, directors and employees (the "TFA Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses ("Losses") to which such TFA Indemnitee may become subject arising out of the provision by Teach For America to School District of services hereunder (including without limitation the designation of Teachers), except to the extent such Losses result from the willful misconduct or negligence of such TFA Indemnitee.

D. Insurance. Teach For America shall, at its own cost and expense, obtain and continuously maintain the insurance coverages set forth in Exhibit A attached hereto and incorporated herein by this reference.

E. No Agency Relationship. Each of Teach For America and School District acknowledges and agrees that none of the Teachers assigned to School District pursuant to this Agreement is an agent or employee of Teach For America, and no such Teacher has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America or bind Teach For America in any respect whatsoever. Teach For America is, and shall at all times be, an independent contractor under this Agreement and shall not be an agent of the School District. Nothing in this Agreement nor any actions taken by or arrangements entered into between the parties in accordance with the provisions of this Agreement shall be construed as or deemed to create as to the parties any partnership or joint venture. Neither party shall have any authority to bind or commit the other party contractually or otherwise to any obligations whatsoever to third parties.

F. Survivability. In the event that this Agreement is terminated by either party pursuant to section V.B, sections III.C, V.C., V.D., V.H., V.L., and V.AA. shall survive the termination of this Agreement.

G. Amendment/Modification. This Agreement represents the entire agreement between the parties. No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each Party.

H. Public Records Laws. This Agreement is subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Teach For America understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Teach For America agrees to:

- i. Keep and maintain public records required by the School District in order to perform the service.
- ii. Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Teach for America does not transfer the records to the School District.

iv. Upon completion of the Agreement, transfer, at no cost, to the School District all public records in possession of Teach For America or keep and maintain public records required by the School District to perform the service. If Teach For America transfers all public records to the School District upon completion of the Agreement, Teach For America shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Teach For America keeps and maintains public records upon completion of the Agreement, Teach For America shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request of the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

**IF TEACH FOR AMERICA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.**

I. Governing Law/Venue. This Agreement shall be construed in accordance with the laws of Florida. Venue for any action arising from this Agreement shall lie exclusively in and for the jurisdictional courts located in Duval County, Florida.

J. Non-Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

K. Non-Discrimination. Teach For America represents and warrants to the School District that Teach For America does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Teach For America's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Teach For America further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability,

sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

**L. Audit Rights.** Teach For America shall provide records and information and fully cooperate (notwithstanding any claims of trade secrets, proprietary or confidential information) with the School District as to all matters pertaining to any and all legal, audit, administration, and compliance requirements relating to the Services and the contract documents. The School District shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Teach For America, including, but not limited to those kept by Teach For America, its employees, agents, assigns, successors and subcontractors. Teach For America shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least three years following the completion of this Agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the School District, through its employees, agents, representatives, contractors or other designees, during normal business hours at Teach For America's office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for the School District. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the School District may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

**M. No Gratuity Policy.** It is the policy of the School District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Teach For America warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Teach For America, to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Teach For America, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. Teach For America further warrants that it, nor any of its directors, employees, officers or agents, nor any of Teach For America's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Agreement. For the breach or violation of these provisions, the School District shall have the right to terminate the Agreement without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage,

gift or consideration.

N. Disclosure of Employment of Former School District Employees. Pursuant to School District policy all bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are employees of the School District. And all bidders, proposers, consultants, and contractors are required to disclose the name of any School District employee who owns, directly or indirectly, any interest in Teach For America's business. Such disclosures will be in accordance with current School District policies, but will include, at a minimum, the name of the current or former School District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the School District, and the dates the employee held those positions. By its signature of this Agreement, Teach For America certifies to the School District that there are no names to disclose to the School District pursuant to this section.

O. Construction. The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement. Any reference in this Agreement to gender shall include all genders. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation". The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference in this Agreement to the time of day shall mean such time in the Eastern Standard Time zone.

P. Severability. If any clause or provision of the Agreement is illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of the Agreement shall not be affected thereby; and in lieu of each clause or provision of the Agreement which is illegal, invalid or unenforceable, there shall be added, as part of the Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable.

Q. Publicity. Teach For America shall not use the School District's name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School District's prior written approval (which may be withheld in its sole and absolute discretion). Teach For America shall not host or stage events at the School District's location(s) without receiving prior approval by the School District's Contract Administrator.

R. Compliance with Law. Teach For America shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Agreement, as the same exist and as they may be amended from time to time. It shall be the responsibility of Teach For America to

be knowledgeable of and adhere to the stipulations of any federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply.

S. Good Faith. Each party agrees to continue performing its obligations under the Agreement while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance. Each party agrees that, in its respective dealings with the other party under or in connection with the Agreement, it shall act in good faith.

T. Force Majeure. No party shall be liable for failure to perform, in whole or in part, its obligations under the Agreement if such failure is caused by any event or condition, not existing as of the date of the Agreement and not reasonably within the control of the affected party, including without limitation, by fire, flood, typhoon, earthquake, explosion, strikes, labor troubles or other industrial disturbances, inevitable accidents, war (declared or undeclared), acts of terrorism, sabotage, embargoes, blockades, acts of State or governmental action, legal or regulatory restrictions, riots, insurrections, or any other cause beyond the control of the parties.

U. Interpretation. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. The Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

V. Consents. Except where expressly provided as being in the discretion of a party, where agreement, approval, acceptance, consent, or similar action by either party is required under the Agreement, such action shall not be unreasonably conditioned, delayed or withheld. An approval or consent given by a party under the Agreement shall not relieve the other party from responsibility for complying with the requirements of the Agreement, nor shall it be construed as a waiver of any rights under the Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

W. Time of the Essence. Time is of the essence in the Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

X. No Waiver. Failure by either party to insist upon strict performance of any of the provisions hereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the payment in whole or in part for services hereunder or any purported oral modification or rescission of the Agreement by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under the Agreement or by law and shall not operate as a waiver of any of the provisions hereof. A waiver by either of the Parties of any of the covenants to

be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant in the Agreement. Except as otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

Y. Entire Agreement. It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

Z. Notice; District Administrator. Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below or such other address as either party may designate by notice from time to time in accordance herewith:

If to Teach For America:

Teach For America, Inc.  
Attn: President  
325 Broadway, 12th Floor  
New York City, New York 10004

With copy to:

Teach For America  
Attn: Legal Affairs  
300 W. Adams, St., Ste. 1000  
Chicago, IL 60606

If to District:

The School Board of Duval County, Florida  
1701 Prudential Drive  
Jacksonville, Florida 32207  
Phone: (904) 390-2115  
Attn: Superintendent Patricia S. Willis, Ed.D.

With copy to:

Office of General Counsel  
c/o 1701 Prudential Drive  
Room 653  
Jacksonville, FL 32207  
Phone: (904) 390-2032

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the School District and Teach For America promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Teach For America as part of the Services. For purposes of the School District designee for the day-to-day activities, the District's Administrator shall be:

Duval County Public Schools  
Attn: Sonita Young, Assistant Superintendent of Human Resource Services  
1701 Prudential Drive, 6th Floor

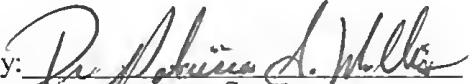
Jacksonville, FL 32207  
(904) 390-2936

AA. Intellectual Property Rights. Teach For America represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Teach For America will indemnify and hold harmless the School District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School District. If Teach For America uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Teach For America shall defend, indemnify and hold the School District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Teach For America of any third-party patent, copyright or trademark or (ii) misappropriation by Teach For America of any third-party trade secret in connection with any of the foregoing.

BB. Counterpart and Facsimile Signatures. This Agreement may be executed via counterpart and facsimile signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original Agreement.

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

ATTEST:

By:   
Dr. Patricia S. Willis,  
Superintendent of Schools and  
Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL  
COUNTY, FLORIDA

By:   
Paula D. Wright, Chairman

Form Approved:

By:   
Karen M. Chastain  
Office of General Counsel

Approved by Board: September 11, 2017 

*[Signatures continued on next page]*

[Signature Page to Educational Professional Services Agreement between  
Teach For America, Inc., and The School Board of Duval County, Florida,  
Dated Effective September 1, 2017]

Witnesses:

By: Roxanna Marcus  
Name: Roxanna Cravie Marcus

By: Carmen Salazar  
Name: Carmen Salazar

TEACH FOR AMERICA, INC.

By: Darryl Willie  
Executive Director - DARRYL WILLIE

## **EXHIBIT A - INSURANCE REQUIREMENTS**

**A. REQUIRED INSURANCE.** Without limiting any of the other obligations or liabilities of Teach For America (herein, the “contractor”), the contractor shall (and shall also require of any of its subcontractors), at their sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the School District (herein “DCSB”) and shall be maintained in force throughout the term of this Agreement.

**1. Workers’ Compensation/Employers’ Liability:** The Workers’ Compensation and Employers’ Liability insurance provided by the contractor shall conform to the requirements set forth herein.

a. The contractor insurance shall cover the contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

b. The policy must be endorsed to waive the insurer’s right to subrogate against DCSB, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with DCSB, and its members, officials, officers and employees scheduled thereon.

c. Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverage’s customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	Each Accident
\$1,000,000	Disease - Each Employee
\$1,000,000	Disease - Policy Limit

d. The contractor may be relieved of providing Workers’

Compensation coverage provided an exemption form is submitted from the State Division of Workers Compensation stating the contractor is exempt from the insurance requirement under F.S. 440.

**2. Commercial General Liability.** The Commercial General Liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

a. The contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

(1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

(2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

b. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

c. The contractor shall include DCSB and the DCSB's members, officials, officers and employees as "additional insured's" on the Commercial General Liability coverage. The coverage afforded such additional insured's shall be no more restrictive than that which would be afforded by adding DCSB and the DCSB's members, officials, officers and employees as additional insured's on the latest edition of the Additional Insured - Owner's, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State by the Insurance Services Office.

d. Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a

maximum deductible of \$1,500 per occurrence. The contractor shall pay on behalf of DCSB or the DCSB's member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCSB or the DCSB's member, official, officer or employee for which the DCSB or the DCSB's member, official, officer or employee is insured as an additional insured.

**3. Business Auto Liability.** The automobile liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

a. The contractor's insurance shall cover the contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State by ISO without any restrictive endorsements other than those which are required by the State, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The DCSB and the DCSB's members, officials, officers and employees shall be included as "additional insured's" in a manner no more restrictive than that which would be afforded by designating the DCSB and the DCSB's members, officials, officers and employees as additional insured's on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the contractor (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000 Each Occurrence - Bodily Injury and Property Damage  
Combined

**4. Professional Liability.** The professional liability insurance provided by the contractor shall conform to the requirements hereinafter set forth:

a. The professional liability insurance shall be on a form acceptable to the DCSB and shall apply to those claims which arise out of Services performed by or on behalf of the contractor pursuant to this Agreement which are first reported to the contractor within four years after the expiration or termination of this Agreement.

b. If the insurance maintained by the contractor also applies to services other than Services under this Agreement, the minimum limits of insurance maintained by the contractor shall be \$1,000,000 per claim/annual aggregate. If the insurance maintained by the contractor applies exclusively to the Services under this Agreement, the minimum limits of insurance maintained by the contractor shall be \$1,000,000 per claim/annual aggregate.

c. Except as otherwise specifically authorized in this Agreement, the

insurance may be subject to a deductible not to exceed \$15,000 per claim.

d. The contractor shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Agreement which are reported to the contractor or the insurer within four years after the expiration or termination of this Agreement.

**B. EVIDENCE OF INSURANCE.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCSB and shall be maintained in force throughout the term of this Agreement. The contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation and Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the contractor shall furnish DCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of DCSB, identify this Agreement, and provide that DCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCSB on the Commercial General Liability insurance, the contractor shall furnish DCSB with:

a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCSB and the DCSB's members, officials, officers and employees as Additional Insured's in the Commercial General Liability coverage.

b. An original copy of the policy (or policies).

3. Until such time as the insurance is no longer required to be maintained by the contractor as set forth in this Agreement, the contractor shall provide DCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCSB, if requested by DCSB, the contractor shall, within thirty (30) days after receipt of a written request from DCSB, provide DCSB with a certified copy or certified copies of the policy

or policies providing the coverage required by this Section. The contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

### **C. INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the contractor must either be:

a. Authorized by a subsisting certificate of authority issued by the State to transact insurance in the State, or

b. An eligible surplus lines insurer under State Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act).

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the contractor has knowledge of any such failure; the contractor shall immediately notify DCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the contractor has replaced the unacceptable insurer with an insurer acceptable to DCSB, the contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory.** The insurance provided by the contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCSB or the DCSB's member, official, officer or employee.

5. **Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the, contractor or its Subcontractors or Sub-subcontractors, employees or agents to DCSB or others. Any remedy provided to DCSB or the DCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

**D. DCSB Approval:** Neither approval by DCSB nor failure to disapprove the insurance furnished by the contractor shall relieve the contractor of the contractor's full responsibility to provide the insurance as required by this Agreement.

## **EXHIBIT B - COMPOSITE FEDERAL FORMS**

### **FEDERAL REGULATORY COMPLIANCE STATEMENT**

The purpose of this document is to assure compliance by the Contractor (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

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1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.
8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

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CONTRACTOR: Teach For America, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Darryl W. Lee

SIGNATURE OF AUTHORIZED REPRESENTATIVE: Darryl Lee

TITLE: Executive Director

## DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.



CONTRACTOR'S SIGNATURE/DATE

Daryl Winnie / Executive Director  
NAME/TITLE

Name of Company: Teach For America, Inc.

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.



CONTRACTOR'S SIGNATURE

Darryl Wilcox /Executive Director  
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Teach For America, Inc.

## INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.
2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.
4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.
6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.

## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

I state that I am the Executive Director of Teach For America, Inc., a Connecticut not-for-profit corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) Teach For America, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I attest that Teach For America, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

  
\_\_\_\_\_  
(Signature)

8/31/17  
\_\_\_\_\_  
(Date)

**September 18, 2017, Regular Board Meeting**

**Title**

6. APPROVAL OF CONTRACT WITH TEACH FOR AMERICA CONTRACT FOR THE 2017-2018 ACADEMIC YEAR FOR SECOND YEAR COHORT MEMBERS

**Recommendation**

**That the Duval County School Board approve the proposed contract with Teach For America in an amount not to exceed \$126,000.**

**That the Duval County School Board authorize the Board Chairman or the Vice Chairman, and Superintendent to execute the agreement contingent upon form approval by the Office of General Counsel.**

**Description**

The district has partnered with Teach For America (TFA) since 2008 as a part of a comprehensive plan for the recruitment, staffing and support of teacher candidates to teach in Title I schools.

In June 2017, the contract with TFA expired and was not renewed by the District. The previous contract allowed for the district to fund the second (final) year of the 2016/2017-2017/2018 cohort. TFA will continue to provide professional development support as set forth in the original agreement to these members. Approval of this agenda item will allow the district to compensate TFA for the provision of professional development services provided to these 51 teachers.

**Gap Analysis**

The district has hired approximately 73 TFA members each of the last three years. Human Resources staff will continue to implement traditional and alternative strategies to recruit and retain teachers in order to meet the district's staffing needs. Strategies include continuation of national recruiting efforts including the use of open contracts, implementation of the Ready, Set, Teach initiative, Certification support sessions and Summer Support Series for novice teachers designed to increase teacher retention.

**Previous Outcomes**

The district has partnered with TFA since 2008. Over the prior 3 year period, the district hired approximately 73 teachers from TFA each year.

**Expected Outcomes**

It is expected that the district will maintain or increase its current staffing levels through continuation of existing strategies and increased staff retention efforts.

**Strategic Plan Goal**

Develop Great Educators and Leaders

**Financial Impact**

Prior funding for this agreement was \$600,000 per year based on a minimum of 100 teacher candidates. The proposed funding for this annual agreement is \$126,000. Funding is currently in RC 5310/Staffing, Fund 48776/Title II, Function 6400 and Object 312/Contracted Services.

**Contact**

Sonita Young, Assistant Superintendent, Human Resource Services, (904) 390-2936

**Attachments**

1. TFA Agreement Sept 2017